

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO. 06-
v.	:	DATE FILED: August 2, 2006
MICHAEL BEZONSKY	:	VIOLATIONS:
THOMAS BEAULIEU	:	21 U.S.C. § 846 (conspiracy to distribute
RANVIR AHLAWAT, M.D.	:	controlled substances – 1 count)
STEVEN KLINMAN, M.D.	:	21 U.S.C. § 841(a)(1) (distribution of
ALEXANDER ATCHILDIEV,	:	controlled substances – 26 counts)
a/k/a “Alex Achildi”	:	21 U.S.C. § 331 (distribution of
UNIVERSAL PHARMACY	:	misbranded drugs – 27 counts)
SOLUTIONS, INC.	:	18 U.S.C. § 1956 (money laundering – 30
	:	counts)
	:	18 U.S.C. § 1957 (money laundering – 1
	:	count)
		Notices of forfeiture

INDICTMENT

THE GRAND JURY CHARGES THAT:

COUNT ONE
(21 U.S.C. § 846)

INTRODUCTION

At all times relevant to this indictment:

Parties

Internet Businesses

1. Defendant MICHAEL BEZONSKY was a principal operator of Rx Medical One, a company in the business of using the internet to sell prescription drugs, that is, pharmaceutical controlled and non-controlled substances for which a valid prescription is required for distribution.

2. Thomas Beaulieu was a principal operator of Rx Medical One.

3. Rx Medical One, Inc. (RXM1) was a Nevada corporation which was in the business of using the internet to sell prescription drugs, that is, pharmaceutical controlled and non-controlled substances, for which a valid prescription is required for distribution. Rx Medical One maintained its principal offices in Pacific Palisades, California.

4. Wellton International was a company incorporated in Costa Rica in or about April 2004, at the direction of defendant MICHAEL BEZONSKY and Thomas Beaulieu, and which succeeded to the business of Rx Medical One. The business of Wellton International was operated from the same location in Pacific Palisades, California, at which Rx Medical One maintained its offices. Wellton International was operated by BEZONSKY and Beaulieu.

5. Rx Medical Network was a corporation controlled by defendant MICHAEL BEZONSKY and Thomas Beaulieu which worked in conjunction with Rx Medical One.

Medical Doctors

6. Defendant RANVIR AHLAWAT was a medical doctor residing in New Jersey and licensed to practice medicine by the State of New Jersey and, until February 11, 2004, by the State of North Carolina.

7. Defendant STEVEN KLINMAN was a medical doctor residing in Pennsylvania and licensed to practice medicine by the Commonwealth of Pennsylvania.

Pharmacist and Pharmacy

8. Alexander Atchildev was a pharmacist living in Pennsylvania and licensed to practice as a pharmacist in Pennsylvania. Atchildev operated the pharmacy defendant UNIVERSAL PHARMACY SOLUTIONS, INC. Atchildev also owned and operated the

pharmacy known as Gem Pharmacy. Gem Pharmacy was a pharmacy located at 902 Sanger Street, in Philadelphia, Pennsylvania. Gem Pharmacy operated solely to fill prescriptions obtained over the internet and did not fill prescriptions for “walk-in” customers. Gem Pharmacy ceased operation in late 2003.

9. Defendant UNIVERSAL PHARMACY SOLUTIONS, INC. (UPS) was a pharmacy located at 2727 Philmont Ave., Suite 112, in Huntingdon Valley, Pennsylvania. UPS was a Pennsylvania corporation created on or about December 19, 2002. UPS operated solely to fill prescriptions obtained over the internet and did not fill prescriptions for “walk-in” customers.

10. Gemmeds.com was an internet site operated by Alexander Atchildiev, which acted as an affiliate of Rx Medical One in offering for sale, via the internet, pharmaceutical controlled substances and other prescription drugs, and whose customer orders were transferred to RXM1 for fulfillment.

Controlled Substances

11. Under the Controlled Substances Act (CSA), the United States Drug Enforcement Administration (DEA) regulates certain pharmaceutical drugs classified as controlled substances. These drugs are so classified because of their potential for abuse or dependence, their accepted medical use, and their accepted safety for use under medical supervision.

12. Controlled substances are classified in five schedules, with Schedule I listing the most dangerous drugs under the above criteria, and Schedule V being the least dangerous of the controlled substances. In addition to controlled substances, there are many other regulated pharmaceutical drugs, for which prescriptions are required before dispensing, which are not listed as controlled substances.

13. Controlled substances in Schedules III and IV may not be distributed except by a valid prescription issued by a physician or other authorized health practitioner, except when dispensed directly to a patient by the practitioner (other than a pharmacist).

14. Bontril, Didrex, and Phendimetrazine are weight loss drugs classified as Schedule III controlled substances.

15. Phentermine, Tenuate, Meridia, Ionamin, Diethylpropion and Adipex are weight loss drugs classified as Schedule IV controlled substances.

16. Ambien and Sonata are insomnia drugs classified as Schedule IV controlled substances.

17. A dosage unit is one pill, capsule or tablet of the substance.

18. In order to lawfully issue a prescription for a controlled substance, a physician must obtain a registration from DEA permitting the physician to distribute such drugs.

19. Defendants RANVIR AHLAWAT and STEVEN KLINMAN each possessed a valid registration issued by the DEA.

20. In order to lawfully fill a prescription for a controlled substance, a pharmacy must obtain a registration from DEA permitting the pharmacy to fill such prescriptions and distribute such drugs.

21. Defendant UNIVERSAL PHARMACY SOLUTIONS, INC. possessed a valid registration issued by the DEA.

22. Every prescription for a controlled substance must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his or her professional practice. A prescription not meeting this standard is an invalid prescription. Any distribution of

a controlled substance based upon an invalid prescription is an illegal distribution.

23. A physician who prescribes a controlled substance for a “patient” based solely on a questionnaire which the “patient” fills out on the internet, and without ever talking to, examining, or having any personal contact with that “patient,” is acting outside the usual course of his or her professional practice, and the prescription is not for a legitimate medical purpose. A purported prescription for a controlled substance issued in this manner is not a valid prescription.

24. A pharmacist who fills a prescription has a corresponding responsibility for the proper dispensing of controlled substances. The filling and dispensing or distributing of a controlled substance by a pharmacist based upon an invalid prescription is an illegal distribution.

The Conspiracy

25. From at least in or about February 2003 through on or about May 19, 2004, in the Eastern District of Pennsylvania and elsewhere, defendants

**MICHAEL BEZONSKY,
RANVIR AHLAWAT, M.D.,
STEVEN KLINMAN, M.D., and
UNIVERSAL PHARMACY SOLUTIONS, INC.**

conspired and agreed, together and with others known and unknown to the grand jury, to knowingly and intentionally distribute controlled substances, that is, Schedule III and Schedule IV pharmaceutical controlled substances, and to do so by issuing prescriptions, or causing prescriptions to be issued, for such controlled substances, without a legitimate medical purpose and outside the course of usual professional practice, and to distribute such controlled substances based on such invalid prescriptions, in violation of Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(D) and (b)(2).

MANNER AND MEANS

It was a part of the conspiracy that:

26. Defendant MICHAEL BEZONSKY and Thomas Beaulieu ran the company Rx Medical One, Inc. RXM1 used the internet to solicit customer orders to buy prescription drugs from RXM1. These drugs included pharmaceutical controlled substances in Schedules III and IV, as well as non-controlled prescription drugs.

27. Defendant MICHAEL BEZONSKY and Thomas Beaulieu, by themselves and through others working for RXM1, created an affiliate-based internet marketing system for the sale and distribution of controlled and non-controlled prescription drugs. In this affiliate-based marketing system, the company recruited “affiliates” to market the prescription drugs being sold, and compensated each affiliate by the payment of a commission on each sale which came to the company through that affiliate. The affiliates of RXM1 created their own internet websites advertising the pharmaceutical prescription drug products offered by RXM1, and often did so using internet website “templates” supplied by RXM1.

28. When a customer used an RXM1 affiliate’s website to initiate a purchase of a prescription drug, the customer’s internet connection was transferred to computers operated by RXM1 to complete the order. RXM1 itself also operated a website to take initial orders at Pharmica.com.

29. A customer who wished to order prescription drugs from RXM1 was required to place that order by providing information to RXM1 via the internet. The information required included identifying information (name, address, etc.), billing information (credit card number or intent to pay COD), the type and quantity of the prescription drugs desired, and personal health

information which the customer provided by filling out an online questionnaire (including such information as height, weight, age, reason for wanting the drug ordered, and preexisting medical conditions).

30. Defendant MICHAEL BEZONSKY recruited physicians licensed in the United States to review the health questionnaires completed by RXM1's online customers. BEZONSKY recruited defendants RANVIR AHLAWAT and STEVEN KLINMAN, as well as other physicians known and unknown to the grand jury, for this purpose.

31. At the direction of defendant MICHAEL BEZONSKY and Thomas Beaulieu, physicians, including defendants RANVIR AHLAWAT and STEVEN KLINMAN, connected to the RXM1 internet site and by doing so were able to view the customers' online health questionnaires.

32. Defendants RANVIR AHLAWAT and STEVEN KLINMAN, and other physicians known and unknown to the grand jury, used the internet to review the customers' health questionnaires. Based solely on the online review of a customer's online health questionnaire, the physician decided whether or not to authorize a prescription to that customer for the prescription drug requested by the customer.

33. Defendants RANVIR AHLAWAT and STEVEN KLINMAN, and other physicians known and unknown to the grand jury, did not physically examine, meet, or talk to any of the customers for whom they authorized prescriptions.

34. Defendants RANVIR AHLAWAT and STEVEN KLINMAN, and other physicians known and unknown to the grand jury, did not contact or attempt to contact the customer's personal physicians.

35. Neither defendant MICHAEL BEZONSKY or Thomas Beaulieu, or any employees of RXM1, nor defendants RANVIR AHLAWAT or STEVEN KLINMAN, or other physicians known and unknown to the grand jury who reviewed purchase requests for RXM1, nor defendant UNIVERSAL PHARMACY SOLUTIONS or Alexander Atchildiev, or other pharmacies or pharmacists known and unknown to the grand jury who filled prescriptions for RXM1, ever attempted to verify the accuracy of the personal, health and medical information provided by the customers in their online questionnaires.

36. The following defendant physicians reviewed customer prescription orders during the following time periods:

- (a) RANVIR AHLAWAT: February 2003 through May 2004
- (b) STEVEN KLINMAN: January 2004 through May 2004

37. Between late September 2003 and May 2004, the following defendant physicians approved approximately the following number of prescriptions for customers ordering prescriptions online from RXM1 (CS = controlled substance; NC = non-controlled prescription drug):

- (a) RANVIR AHLAWAT: 114,684 CS; 69,766 NC; total = 184,450
- (b) STEVEN KLINMAN: 27,284 CS; 11,647 NC total = 38,931

Three other physicians, not charged here, approved a total of approximately 89,275 CS and 45,735 NC prescriptions for a total of 135,010 prescriptions. The total prescriptions approved by these five physicians for RXM1 between late September 2003 and May 19, 2004 was approximately 358,391 prescriptions. This involved approximately 26,655,486 dosage units of prescription drugs (17,650,580 CS; 8,964,906 NC).

38. At the direction of defendant MICHAEL BEZONSKY and Thomas Beaulieu, RXM1 paid physicians \$5.00, \$6.00 or \$10.00 for each customer order reviewed, whether or not the physician approved a prescription.

39. At the direction of defendant MICHAEL BEZONSKY and Thomas Beaulieu, RXM1 paid the following defendant physicians the following approximate amounts of funds for reviewing customer orders:

(a) RANVIR AHLAWAT: \$1,344,504

(b) STEVEN KLINMAN: \$221,028

40. Defendant MICHAEL BEZONSKY recruited pharmacies and pharmacists licensed in the United States to fill the prescriptions authorized by the doctors who reviewed requests and orders from RXM1's online customers. BEZONSKY recruited Alexander Atchildiev and defendant UNIVERSAL PHARMACY SOLUTIONS, INC., and Gem Pharmacy, as well as other pharmacies and pharmacists known and unknown to the grand jury, for this purpose.

41. At the direction of defendant MICHAEL BEZONSKY and Thomas Beaulieu, pharmacies and pharmacists, including Alexander Atchildiev and defendant UNIVERSAL PHARMACY SOLUTIONS, INC., and Gem Pharmacy, as well as other pharmacies and pharmacists, known and unknown to the grand jury, received prescriptions to fill from RXM1 via the internet.

42. Defendant UNIVERSAL PHARMACY SOLUTIONS, INC., Alexander Atchildiev, and Gem Pharmacy, and other pharmacies and pharmacists, filled prescriptions received from RXM1 via the internet.

43. Defendant UNIVERSAL PHARMACY SOLUTIONS, INC., Alexander Atchildiev, and Gem Pharmacy, and other pharmacies and pharmacists, shipped the filled prescriptions by overnight delivery service to the customers who ordered them.

44. Between approximately August 2003 and May 2004, Alexander Atchildiev and defendant UNIVERSAL PHARMACY SOLUTIONS, INC., shipped approximately 184,070 prescriptions to RXM1's customers as directed by RXM1, which included approximately 135,272 prescriptions for controlled substances and approximately 48,798 prescriptions for non-controlled prescription drugs.

45. At the direction of defendant MICHAEL BEZONSKY and Thomas Beaulieu, RXM1 accepted payment only by credit card, or by money order on a COD payment to the delivery service, for the controlled substances it sold to customers via the internet. RXM1 did not accept a claim of insurance coverage as a form of payment.

46. Between approximately September 2003 and May 19, 2004, RXM1 received approximately \$33,676,926.63 in gross revenue from the sale of pharmaceutical controlled substances in the manner described above.

47. Between approximately August 2003 and May 2004, Alexander Atchildiev and defendant UNIVERSAL PHARMACY SOLUTIONS, INC., received approximately \$8,229,119 in gross payments from RXM1 for filling and shipping prescriptions to RXM1's internet customers. Some of these payments were made to Gem Pharmacy.

48. On or about May 6, 2004, at the direction of defendant MICHAEL BEZONSKY and Thomas Beaulieu, RXM1 transmitted an e-mail to RXM1's affiliates and others stating that the technology assets of RX Medical Network had been acquired by Wellton International. RX

Medical Network continued to sell prescription drugs, under the direction of BEZONSKY and Beaulieu, with no apparent change in the manner and means of its operation.

OVERT ACTS

In furtherance of the conspiracy and to accomplish its objects, the following overt acts, among others, were committed in the Eastern District of Pennsylvania and elsewhere:

1. On or about February 17, 2003, defendant MICHAEL BEZONSKY sent an e-mail to an employee of defendant RXM1 directing that employee to set up an RXM1 computer account for defendant RANVIR AHLAWAT so that RXM1 could send to AHLAWAT, via the internet, customer orders (including the customers' questionnaires) for controlled substances and other prescription drugs, and after reviewing those orders AHLAWAT could use the internet to transmit his approval or declination of those orders back to RXM1.

2. On or about December 15, 2003, RXM1 processed an order for thirty 35mg tablets of Bontril. That order had been placed through the internet affiliate site Gemmeds.com by a federal diversion investigator in Philadelphia, PA, using the fictitious name Paula Garcia, and using fictitious information.

3. On or about December 16, 2003, defendant RANVIR AHLAWAT approved a prescription (RX # C215724) for customer Paula Garcia for thirty 35mg tablets of Bontril.

4. On or about December 17, 2003, defendant UNIVERSAL PHARMACY SOLUTIONS, filled the prescription for thirty 35mg tablets of Bontril for customer Paula Garcia (RX# C215724)

5. On or about December 17, 2003, defendant UNIVERSAL PHARMACY SOLUTIONS caused the prescription for thirty 35mg tablets of Bontril for customer Paula Garcia

(RX# C215724) to be shipped by Federal Express to that customer at an address in Philadelphia, Pennsylvania. The package arrived on or about December 18, 2003, by a Federal Express COD delivery to the Philadelphia address. A federal diversion investigator received the package and provided a money order for \$114.95 made payable to "Rx Medical One" as directed by the delivery person.

6. On or about December 17, 2003, RXM1 processed an order for ninety 37.5mg tablets of Phentermine. That order had been placed through the internet affiliate site Gemmeds.com by a federal diversion investigator in Philadelphia, PA, using the fictitious name of Paula Garcia, and using fictitious information.

7. On or about December 24, 2003, defendant RANVIR AHLAWAT approved a prescription (RX # C226407) for customer Paula Garcia for ninety 37.5mg tablets of Phentermine.

8. On or about December 25, 2003, defendant UNIVERSAL PHARMACY SOLUTIONS filled the prescription for ninety 37.5mg tablets of Phentermine for customer Paula Garcia (RX# C226407).

9. On or about December 26, 2003, defendant UNIVERSAL PHARMACY SOLUTIONS caused the prescription for ninety 37.5mg tablets of Phentermine for customer Paula Garcia (RX# C226407) to be shipped by Federal Express to that customer at an address in Philadelphia, Pennsylvania. The package arrived on or about December 30, 2003, by a Federal Express COD delivery to the Philadelphia address. A federal diversion investigator received the package and provided a money order for \$114.95 made payable to "Rx Medical One" as directed by the delivery person. The Philadelphia address was the same address to which Rx # C215724

was delivered.

10. On or about December 26, 2003, defendant RANVIR AHLAWAT sent an e-mail to defendant MICHAEL BEZONSKY stating that he would continue to do “consultation services” at the rate of “1000 to 1500 consultations per day” but at \$10.00 per consultation, effective on December 27, 2003. AHLAWAT stated that “[t]his has become necessary in light of the uncertainty in the industry, and the legal costs involved, and the ultimate risk to my license.”

11. On or about January 8, 2004, defendant STEVEN KLINMAN sent an e-mail to an RXM1 worker providing KLINMAN’s medical license number and his DEA registration number.

12. On or about January 13, 2004, defendant MICHAEL BEZONSKY caused RXM1 to wire funds from RXM1's bank account at the Union Bank of California to UNIVERSAL PHARMACY SOLUTIONS’ bank account at PNC Bank in Pennsylvania in the amount of \$369,916.95, in payment for filling customer orders for RXM1.

13. On or about January 20, 2004, defendant MICHAEL BEZONSKY sent an e-mail to defendant STEVEN KLINMAN telling KLINMAN that “We will have a contract sent over to you next week.”

14. On or about January 26, 2004, defendant MICHAEL BEZONSKY caused RXM1 to wire funds from RXM1's bank account at the Union Bank of California to defendant RANVIR AHLAWAT’s account at Wachovia Bank in the amount of \$100,000, in payment for reviewing customer orders.

15. On or about February 3, 2004, defendant MICHAEL BEZONSKY caused RXM1 to wire funds from RXM1's bank account at the Union Bank of California to UNIVERSAL

PHARMACY SOLUTIONS' bank account at PNC Bank in Pennsylvania in the amount of \$331,990.12, in payment for filling customer orders for RXM1.

16. On or about February 10, 2004, defendant MICHAEL BEZONSKY caused RXM1 to wire funds from RXM1's bank account at the Union Bank of California to Gem Pharmacy's account at PNC Bank in Pennsylvania in the amount of \$200,000, in payment for filling customer orders for RXM1.

17. During the week of February 7 to February 13, 2004, defendant RANVIR AHLAWAT approved 7,398 prescriptions, and defendant STEVEN KLINMAN approved 4,200 prescriptions. These prescriptions were for both controlled and non-controlled substances ordered by customers through RXM1.

18. On or about February 18, 2004, RXM1 processed an order for ninety 75mg tablets of Diethylpropion. That order had been placed through the internet affiliate site Gemmeds.com by a federal diversion investigator in Philadelphia, PA, using the fictitious name of David Benson, and using fictitious information.

19. On or about February 18, 2004, defendant STEVEN KLINMAN approved a prescription (RX # C293520) for customer David Benson for ninety 75mg tablets of Diethylpropion.

20. On or about February 19, 2004, defendant UNIVERSAL PHARMACY SOLUTIONS, filled the prescription for ninety 75mg tablets of Diethylpropion for customer David Benson (RX# C293520).

21. On or about February 19, 2004, defendant UNIVERSAL PHARMACY SOLUTIONS caused the prescription for ninety 75mg tablets of Diethylpropion for customer

David Benson (RX# C293520) to be shipped by Federal Express to that customer at an address in Philadelphia, Pennsylvania. The package arrived on or about February 20, 2004, by a Federal Express delivery to the Philadelphia address. The federal diversion investigator had paid the price of \$170 by credit card.

22. On or about March 3, 2004, defendant MICHAEL BEZONSKY caused RXM1 to wire funds from RXM1's bank account at the Union Bank of California to UNIVERSAL PHARMACY SOLUTIONS' account at PNC Bank in Pennsylvania in the amount of \$315,411.84, in payment for filling customer orders for RXM1.

23. On or about March 8, 2004, RXM1 processed an order for thirty 10mg tablets of Ambien. This order had been placed through the internet affiliate site Gemmeds.com by a federal diversion investigator in Philadelphia, PA, using the fictitious name of Wanda Simpson, and using fictitious information.

24. On or about March 8, 2004, a doctor, known to the grand jury as Dr. E.E., who reviewed prescriptions for RXM1, approved a prescription (RX # M297021-RX371694) for customer Wanda Simpson for thirty 10mg tablets of Ambien.

25. On or about March 8, 2004, at the direction of RXM1, a pharmacy known to the grand jury filled the prescription for thirty 10mg tablets of Ambien for customer Wanda Simpson (RX# M297021-RX371694).

26. On or about March 8, 2004, at the direction of RXM1, a pharmacy known to the grand jury caused the prescription for thirty 10mg tablets of Ambien for customer Wanda Simpson (RX# 215724) to be shipped by Federal Express to that customer at an address in Philadelphia, Pennsylvania. The package arrived on or about March 9, 2004, by a Federal

Express COD delivery to the Philadelphia address. A federal diversion investigator received the package and provided a money order for \$192.00 made payable to "Rx Medical One" as directed by the delivery person.

27. On or about March 10, 2004, defendant MICHAEL BEZONSKY caused RXM1 to wire funds from RXM1's bank account at the Union Bank of California to defendant UNIVERSAL PHARMACY SOLUTIONS' account at PNC Bank in Pennsylvania in the amount of \$443,886.68, in payment for filling customer orders for RXM1.

28. On or about April 6, 2004, defendant MICHAEL BEZONSKY caused RXM1 to wire funds from RXM1's bank account at the Union Bank of California to defendant STEVEN KLINMAN's account at Citizens Bank in Pennsylvania in the amount of \$42,000, in payment for reviewing customer orders.

29. On or about April 8, 2004, RXM1 processed an order for thirty 10mg tablets of Meridia. This order had been placed through the internet affiliate site Gemmeds.com by a federal diversion investigator in Philadelphia, PA, using the fictitious name of Sharon Bricker, and using fictitious information.

30. On or about April 8, 2004, a doctor, known to the grand jury as Dr. E.E., who reviewed prescriptions for RXM1, approved a prescription (RX # M297021-RX371694) for customer Sharon Bricker for thirty 10mg tablets of Meridia.

31. On or about April 8, 2004, at the direction of RXM1, a pharmacy known to the grand jury filled the prescription for thirty 10mg tablets of Meridia for customer Sharon Bricker (RX# M322998-RX0032598).

32. On or about April 8, 2004, at the direction of RXM1, a pharmacy known to the

grand jury caused the prescription for thirty 10mg tablets of Meridia for customer Sharon Bricker (RX# M322998-RX0032598) to be shipped by Federal Express to that customer at an address in Philadelphia, Pennsylvania. A federal diversion investigator picked up the package on or about April 9, 2004, at a Federal Express facility in Philadelphia. The federal diversion investigator had paid for the drugs by credit card in the amount of \$193.00.

33. On or about April 30, 2004, RXM1 processed an order for ninety 37.5mg tablets of Phentermine. This order had been placed through the RXM1 internet site Pharmica.com by a federal diversion investigator in Philadelphia, PA, using the fictitious name of Dean Marella, and using fictitious information.

34. On or about April 30, 2004, defendant STEVEN KLINMAN approved a prescription (RX # C378820) for customer Dean Marella for ninety 37.5mg tablets of Phentermine.

35. On or about April 30, 2004, defendant UNIVERSAL PHARMACY SOLUTIONS, filled the prescription for ninety 37.5mg tablets of Phentermine for customer Dean Marella (RX# C378820).

36. On or about April 30, 2004, defendant UNIVERSAL PHARMACY SOLUTIONS caused the prescription for ninety 37.5mg tablets of Phentermine for customer Dean Marella (RX# C378820) to be shipped by Federal Express to that customer at an address in Philadelphia, Pennsylvania. A federal diversion investigator picked up the package on or about May 4, 2004, at a Federal Express facility in Philadelphia. The federal diversion investigator provided a money order made out to "RXORDERSYS" in the amount of \$182.00 as a COD payment for the package.

37. On or about May 7, 2004, RXM1 processed an order for thirty 10mg tablets of Sonata. This order had been placed through the RXM1 internet site Pharmica.com by a federal diversion investigator in Philadelphia, PA, using the fictitious name of Paula Garcia, and using fictitious information.

38. On or about May 7, 2004, a Dr. EE, a physician who reviewed prescriptions for RXM1, approved a prescription (RX # C386533) for customer Paula Garcia for thirty 10mg tablets of Sonata.

39. On or about May 7, 2004, defendant UNIVERSAL PHARMACY SOLUTIONS, filled the prescription for thirty 10mg tablets of Sonata for customer Paula Garcia (RX# C386533).

40. On or about May 7, 2004, defendant UNIVERSAL PHARMACY SOLUTIONS caused the prescription for thirty 10mg tablets of Sonata for customer Paula Garcia (RX# C386533) to be shipped by Federal Express to that customer at an address in Philadelphia, Pennsylvania. A federal diversion investigator picked up the package on or about May 11, 2004, at a Federal Express facility in Philadelphia. The federal diversion investigator provided a money order made out to "RXORDERSYS" in the amount of \$197.00 as a COD payment for the package.

All in violation of Title 21, United States Code, Section 846.

COUNTS TWO THROUGH TWENTY-SEVEN
(21 U.S.C. § 841(a)(1) and 18 U.S.C. § 2)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 24 and 26 through 48 of Count One of this indictment are alleged and incorporated as if fully stated here.

2. On or about the dates shown below, in the Eastern District of Pennsylvania and elsewhere, defendant

MICHAEL BEZONSKY,

knowingly and intentionally distributed, and aided and abetted the distribution of, controlled substances, as listed below, each distribution constituting a separate count:

Count	Date	Drug	Dosage	Schedule	Customer
2	12/15/03	Bontril	30 (35mg)	Schedule III	“Paula Garcia”
3	12/17/03	Phentermine	90 (37.5mg)	Schedule IV	“Paula Garcia”
4	2/18/04	Diethylpropion	90 (75mg)	Schedule IV	“David Benson”
5	3/8/04	Ambien	30 (10mg)	Schedule IV	“Wanda Simpson”
6	4/8/04	Meridia	30 (10mg)	Schedule IV	“Sharon Bricker”
7	4/30/04	Phentermine	90 (37.5mg)	Schedule IV	“Dean Marella”
8	5/7/04	Sonata	30 (10mg)	Schedule IV	“Paula Garcia”
9	10/8/03	Didrex	90 (50mg)	Schedule III	N.M. (Delaware)
10	11/18/03	Adipex	90 (37.5mg)	Schedule IV	N.M. (Delaware)
11	10/20/03	Phentermine	90 (37.5mg)	Schedule IV	D.E. (Bala Cynwyd)
12	1/7/04	Ambien	30 (10mg)	Schedule IV	D.E. (Bala Cynwyd)
13	1/13/04	Ambien	60 (10mg)	Schedule IV	T.E. (Bala Cynwyd)
14	3/29/04	Sonata	30 (10mg)	Schedule IV	D.E. (Bala Cynwyd)
15	5/10/04	Phentermine	60 (37.5mg)	Schedule IV	D.E. (Bala Cynwyd)

16	11/3/03	Ambien	60 (10mg)	Schedule IV	J.H. (Missouri)
17	11/13/03	Phentermine	90 (37.5mg)	Schedule IV	R.M. (Philadelphia)
18	12/18/03	Phentermine	90 (30mg)	Schedule IV	R.M. (Philadelphia)
19	2/6/04	Phentermine	90 (37.5mg)	Schedule IV	R.M. (Philadelphia)
20	11/24/03	Adipex	90 (37.5mg)	Schedule IV	G.M. (Texas)
21	2/3/04	Didrex	90 (50mg)	Schedule III	G.M. (Texas)
22	2/3/04	Ambien	90 (10mg)	Schedule IV	G.M. (Texas)
23	12/8/03	Phentermine	90 (30mg)	Schedule IV	R.Mc. (Philadelphia)
24	1/8/04	Phentermine	90 (30mg)	Schedule IV	B.Mc. (Philadelphia)
25	2/16/04	Phentermine	90 (30mg)	Schedule IV	R.Mc. (Philadelphia)
26	4/6/04	Phentermine	90 (30mg)	Schedule IV	J.G. (Maryland)
27	4/14/04	Phentermine	90 (30mg)	Schedule IV	J.B. (Rhode Island)

All in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(2),
and Title 18, United States Code, Section 2.

COUNT TWENTY-EIGHT
(21 U.S.C. § 331(a) and 18 U.S.C. § 2)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 24 and 26 through 48 of Count One of this indictment are alleged and incorporated as if fully stated here.

2. Under the federal Food, Drug and Cosmetic Act, a prescription drug may only be dispensed upon a valid prescription from a medical doctor, or another practitioner licensed by law to administer that drug. The dispensing of a prescription drug based only on a doctor's review of a medical questionnaire is not a dispensing of that drug upon a valid prescription.

3. The act of dispensing a prescription drug without a valid prescription constitutes misbranding of the drug while it is held for sale.

4. On or about December 15, 2003, in the Eastern District of Pennsylvania and elsewhere, defendants

**THOMAS BEAULIEU,
ALEXANDER ATCHILDIEV, a/k/a "Alex Achildi," and
UNIVERSAL PHARMACY SOLUTIONS, INC.**

introduced and delivered for introduction into interstate commerce 30 dosage units (35mg each) of Bontril, a Schedule III controlled substance and a prescription drug, and aided and abetted the introduction and delivery for introduction into interstate commerce of that prescription drug, which was misbranded because it was dispensed without the valid prescription of a practitioner licensed by law to administer that drug.

In violation of Title 21, United States Code, Sections 331(b), 353(b)(1) and 333(a)(1), and Title 18, United States Code, Section 2.

COUNTS TWENTY-NINE THROUGH FIFTY-FOUR
(21 U.S.C. § 331(a) and 18 U.S.C. § 2)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 24 and 26 through 48 of Count One of this indictment are alleged and incorporated as if fully stated here.
2. Under the federal Food, Drug and Cosmetic Act, a prescription drug may only be dispensed upon a valid prescription from a medical doctor, or another practitioner licensed by law to administer that drug. The dispensing of a prescription drug based only on a doctor's review of a medical questionnaire is not a dispensing of that drug upon a valid prescription.
3. The act of dispensing a prescription drug without a valid prescription constitutes misbranding of the drug while it is held for sale.
4. On or about the dates shown below, in the Eastern District of Pennsylvania and elsewhere, defendant

MICHAEL BEZONSKY,

with the intent to defraud and mislead, introduced and delivered for introduction into interstate commerce the following prescription drugs, and aided and abetted the introduction and delivery for introduction into interstate commerce of the following prescription drugs, which were misbranded because they were dispensed without the valid prescription of a practitioner licensed by law to administer those drugs, each introduction or delivery for introduction constituting a separate count as follows:

Count	Date	Drug	Dosage	Schedule	Customer
29	12/15/03	Bontril	30 (35mg)	Schedule III	"Paula Garcia"
30	12/17/03	Phentermine	90 (37.5mg)	Schedule IV	"Paula Garcia"

31	2/18/04	Diethylpropion	90 (75mg)	Schedule IV	“David Benson”
32	3/8/04	Ambien	30 (10mg)	Schedule IV	“Wanda Simpson”
33	4/8/04	Meridia	30 (10mg)	Schedule IV	“Sharon Bricker”
34	4/30/04	Phentermine	90 (37.5mg)	Schedule IV	“Dean Marella”
35	5/7/04	Sonata	30 (10mg)	Schedule IV	“Paula Garcia”
36	10/8/03	Didrex	90 (50mg)	Schedule III	N.M. (Delaware)
37	11/18/03	Adipex	90 (37.5mg)	Schedule IV	N.M. (Delaware)
38	10/20/03	Phentermine	90 (37.5mg)	Schedule IV	D.E. (Bala Cynwyd)
39	1/7/04	Ambien	30 (10mg)	Schedule IV	D.E. (Bala Cynwyd)
40	1/13/04	Ambien	60 (10mg)	Schedule IV	T.E. (Bala Cynwyd)
41	3/29/04	Sonata	30 (10mg)	Schedule IV	D.E. (Bala Cynwyd)
42	5/10/04	Phentermine	60 (37.5mg)	Schedule IV	D.E. (Bala Cynwyd)
43	11/3/03	Ambien	60 (10mg)	Schedule IV	J.H. (Missouri)
44	11/13/03	Phentermine	90 (37.5mg)	Schedule IV	R.M. (Philadelphia)
45	12/18/03	Phentermine	90 (30mg)	Schedule IV	R.M. (Philadelphia)
46	2/6/04	Phentermine	90 (37.5mg)	Schedule IV	R.M. (Philadelphia)
47	11/24/03	Adipex	90 (37.5mg)	Schedule IV	G.M. (Texas)
48	2/3/04	Didrex	90 (50mg)	Schedule III	G.M. (Texas)
49	2/3/04	Ambien	90 (10mg)	Schedule IV	G.M. (Texas)
50	12/8/03	Phentermine	90 (30mg)	Schedule IV	R.Mc. (Philadelphia)
51	1/8/04	Phentermine	90 (30mg)	Schedule IV	B.Mc. (Philadelphia)
52	2/16/04	Phentermine	90 (30mg)	Schedule IV	R.Mc. (Philadelphia)
53	4/6/04	Phentermine	90 (30mg)	Schedule IV	J.G. (Maryland)
54	4/14/04	Phentermine	90 (30mg)	Schedule IV	J.B. (Rhode Island)

All in violation of Title 21, United States Code, Sections 331(b), 353(b)(1) and 333(a)(2), and Title 18, United States Code, Section 2.

COUNTS FIFTY-FIVE THROUGH SEVENTY-EIGHT
(18 U.S.C. § 1956)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 24 and 26 through 48 of Count One of this indictment are incorporated as if fully stated here.
2. Gem Pharmacy maintained a bank account at a PNC Bank within the Eastern District of Pennsylvania.
3. Universal Pharmacy Solutions maintained a bank account at a PNC Bank within the Eastern District of Pennsylvania.
4. On or about the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

MICHAEL BEZONSKY

knowingly conducted the following financial transactions, that is, wire transfers from the bank account of Rx Medical One in California to the accounts of the pharmacies stated below, all affecting interstate commerce, each transaction constituting a separate count:

Count	Date	Amount	Payee	Payee Bank
55	10/27/03	\$210,261.57	Gem Pharmacy	PNC Bank
56	11/3/03	\$273,011.53	Gem Pharmacy	PNC Bank
57	11/12/03	\$245,000.00	Gem Pharmacy	PNC Bank
58	11/19/03	\$330,495.21	Gem Pharmacy	PNC Bank
59	11/25/03	\$376,912.64	Gem Pharmacy	PNC Bank
60	12/2/03	\$373,819.60	Gem Pharmacy	PNC Bank
61	12/8/03	\$439,016.93	Gem Pharmacy	PNC Bank
62	12/16/03	\$432,049.03	Gem Pharmacy	PNC Bank

63	12/24/03	\$300,000.00	Gem Pharmacy	PNC Bank
64	12/26/03	\$90,000.00	Gem Pharmacy	PNC Bank
65	12/29/03	\$106,000.00	Gem Pharmacy	PNC Bank
66	12/31/03	\$499,605.75	Gem Pharmacy	PNC Bank
67	1/6/04	\$140,421.71	Universal Pharmacy	PNC Bank
68	1/13/04	\$369,916.95	Universal Pharmacy	PNC Bank
69	1/15/04	\$260,887.50	Universal Pharmacy	PNC Bank
70	1/20/04	\$235,000.00	Universal Pharmacy	PNC Bank
71	1/26/04	\$123,087.12	Universal Pharmacy	PNC Bank
72	1/28/04	\$400,000.00	Universal Pharmacy	PNC Bank
73	2/3/04	\$331,990.12	Universal Pharmacy	PNC Bank
74	2/10/04	\$200,000.00	Gem Pharmacy	PNC Bank
75	2/17/04	\$209,476.66	Universal Pharmacy	PNC Bank
76	3/3/04	\$315,411.84	Universal Pharmacy	PNC Bank
77	3/10/04	\$443,886.68	Universal Pharmacy	PNC Bank
78	5/18/04	\$130,000.00	Universal Pharmacy	PNC Bank
TOTAL		\$6,836,250.84		

5. When conducting the financial transactions described in paragraph 4 above, defendant MICHAEL BEZONSKY knew that the property involved in those financial transactions represented the proceeds of some form of unlawful activity.

6. The financial transactions described in paragraph 4 above involved the proceeds of a specified unlawful activity, that is, the distribution of pharmaceutical controlled substances without a valid prescription, in violation of Title 21, United States Code, Sections 841(a)(1) and 846, and defendant MICHAEL BEZONSKY acted with intent to promote the carrying on of the specified unlawful activity, that is, to promote the business of Rx Medical One in the sale and

distribution of pharmaceutical controlled substances without valid prescriptions.

All in violation of Title 18, United States Code, Section 1956(a)(1)(A)(I).

COUNTS SEVENTY-NINE THROUGH EIGHTY-ONE
(18 U.S.C. § 1956)

THE GRAND JURY FURTHER CHARGES THAT:

1. Between at least September 2003 and February 2004, defendant RANVIR AHLAWAT owned and operated an internet website called Rx-Stop for the purpose of distributing pharmaceutical controlled substances and non-pharmaceutical prescription drugs.
2. Defendant RANVIR AHLAWAT operated an internet website called Rx-Stop separate and apart from other internet pharmacy businesses that he participated in.
3. In operating Rx-Stop, defendant RANVIR AHLAWAT accepted orders for prescription drugs from customers which were transmitted over the internet to the internet website of Rx-Stop, reviewed questionnaires completed by the customers which the customers sent to Rx-Stop with their orders (or directed other medical doctors review such questionnaires), and authorized (or declined to authorize) prescriptions based solely on the information contained in the customers' questionnaires. Neither AHLAWAT, nor any physician working for AHLAWAT and Rx-Stop, ever conducted a physical examination of the customer, met the customer, or spoke with the customer, in the course of prescribing prescription drugs, and did not speak with the customer's personal physician.
4. In operating Rx-Stop in this manner, defendant RANVIR AHLAWAT caused Schedule III and Schedule IV pharmaceutical controlled substances to be distributed to customers of Rx-Stop, and did so by issuing prescriptions for such controlled substances without a legitimate medical purpose and outside the course of his usual professional practice, or by causing other physicians to do so, in violation of Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(D), and Title 18, United States Code, Section 2.

5. On or about the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

RANVIR AHLAWAT

knowingly conducted the following financial transactions affecting interstate commerce, each transaction constituting a separate count:

COUNT	DATE	DESCRIPTION
79	11/18/03	Payment by personal check in the amount of \$5,487.24 from his Fleet Bank account to GEM Pharmacy.
80	12/19/03	Payment by personal check in the amount of \$19,332.74 from his Fleet Bank account to GEM Pharmacy.
81	2/9/04	Payment by Fleet Bank Official Check in the amount of \$44,340.61 to Universal Pharmacy.

6. When conducting the financial transactions described in paragraph 5 above, defendant RANVIR AHLAWAT knew that the property involved in those financial transactions represented the proceeds of some form of unlawful activity.

7. The financial transactions described in paragraph 5 above involved the proceeds of a specified unlawful activity, that is, the distributions of pharmaceutical controlled substances without a valid prescription, in violation of Title 21, United States Code, Section 841(a)(1), and defendant RANVIR AHLAWAT acted with intent to promote the carrying on of the specified unlawful activity.

All in violation of Title 18, United States Code, Section 1956(a)(1)(A)(I).

COUNTS EIGHTY-TWO THROUGH EIGHTY-FOUR
(18 U.S.C. § 1956(a)(1)(A)(I))

THE UNITED STATES ATTORNEY FURTHER CHARGES:

1. Paragraphs 1 through 24 and 26 through 48 of Count One of this indictment are incorporated as if fully stated here.
2. Defendant UNIVERSAL PHARMACY SOLUTIONS, Inc. maintained a bank account at a PNC Bank within the Eastern District of Pennsylvania.
3. On or about the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

UNIVERSAL PHARMACY SOLUTIONS, INC.

knowingly conducted the following financial transactions by checks drawn on the defendant's bank account at PNC Bank, affecting interstate commerce:

Count	Date	Amount	Payee	Bank
82	3/3/04	\$129,647.56	Drug Wholesaler	PNC Bank
83	3/8/04	\$92,983.00	Drug Wholesaler	PNC Bank
84	3/12/04	\$170,526.00	Drug Wholesaler	PNC Bank
TOTAL		\$393,156.56		

4. When conducting the financial transactions described in paragraph 2 above, defendant UNIVERSAL PHARMACY SOLUTIONS, INC. knew that property involved in those financial transactions represented the proceeds of some form of unlawful activity.
5. The financial transactions described in paragraph 2 above involved the proceeds of a specified unlawful activity, that is, the distributions of pharmaceutical controlled substances without a valid prescription, in violation of Title 21, United States Code, Sections 841(a)(1) and

846, and defendant UNIVERSAL PHARMACY SOLUTIONS, INC. acted with intent to promote the carrying on of the specified unlawful activity.

All in violation of Title 18, United States Code, Section 1956(a)(1)(A)(I).

COUNT EIGHTY-FIVE

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 24 and 26 through 48 of Count One of this indictment are incorporated as if fully stated here.

2. On or about May 10, 2004, in the Eastern District of Pennsylvania, defendant

STEVEN KLINMAN

knowingly engaged in a monetary transaction affecting interstate commerce in criminally derived property of a value greater than \$10,000, that is, a transfer of \$20,000 from Citizens Bank account **0725 to Citizens Bank account **0776, and such property was derived from a specified unlawful activity, that is, conspiracy to distribute a controlled substance, in violation of Title 21, United States Code, Section 846, and the defendant knew that the transaction involved criminally derived property.

All in violation of Title 18, United States Code, Section 1957.

NOTICE OF FORFEITURE ONE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 21, United States Code, Sections 841(a)(1) and (b)(2) and 846, set forth in this indictment, defendants

**MICHAEL BEZONSKY,
RANVIR AHLAWAT, M.D., and
UNIVERSAL PHARMACY SOLUTIONS, INC.**

shall forfeit to the United States of America:

(a) any property constituting, or derived from, proceeds obtained, directly or indirectly, as the result of such violations, including, but not limited to, a sum of money equal to at least \$33,676,926.63 in U.S. currency, representing the amount of proceeds obtained as a result of the conspiracy to violate the Controlled Substances Act, for which the defendants are jointly and severally liable, and:

- 1) \$635,792.38 seized from Union Bank of California, account #2060169708, held in the name of RX Medical One.
- 2) the real property known as 26572 Mt. Calabasas Drive, Calabasas, California, titled to Michael Bezonsky.
- 3) \$766,860 seized from Wachovia Bank, account #3000026517943, held in the name of Ranvir Ahlawat.
- 4) \$808,759.05 seized from PNC Bank, account 86-0825-0471 (or the amount remaining following distribution of funds to pay secured creditors), held in the name of Universal Pharmacy Solutions, Inc.

(b) any property used or intended to be used, in any manner or part, to commit, or to facilitate the commission of, such offenses.

2. If any of the property subject to forfeiture, as a result of any act or

omission of the defendants:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property subject to forfeiture, including, but not limited to:

- 1) money orders totaling \$95,019.62 deposited to Union Bank of California Bank account #1070020412, held in the name of Rx-Stop, or attempted deposits to said account currently in the possession of Union Bank of California.

All pursuant to Title 21, United States Code, Section 853.

NOTICE OF FORFEITURE TWO

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 21, United States Code, Sections 841(a)(1) and (b)(2) and 846, set forth in this indictment, defendant

STEVEN KLINMAN, M.D.

shall forfeit to the United States of America:

(a) any property constituting, or derived from, proceeds obtained, directly or indirectly, as the result of such violations, including, but not limited to, a sum of money equal to at least \$282,255 in U.S. currency, representing proceeds obtained as a result of the conspiracy to violate the Controlled Substances Act, and:

1) \$105,750 seized from Citizens Bank, account #620400-072-5, held in the name of Steven and Gloria Klinman.

(b) any property used or intended to be used, in any manner or part, to commit, or to facilitate the commission of, such offenses.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the Court;

(d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 21, United States Code, Section 853.

NOTICE OF FORFEITURE THREE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1956, set forth in this indictment, defendant

MICHAEL BEZONSKY

shall forfeit to the United States of America any property, real or personal, involved in such offenses, and any property traceable to such property, including, but not limited to, the sum of \$6,836,250.84 in U.S. currency.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

NOTICE OF FORFEITURE FOUR

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1956, set forth in this indictment, defendant

RANVIR AHLAWAT

shall forfeit to the United States of America any property, real or personal, involved in such offenses, and any property traceable to such property, including, but not limited to, the sum of \$69,160.59 in U.S. currency.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

NOTICE OF FORFEITURE FIVE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1956, set forth in this indictment, defendant

UNIVERSAL PHARMACY SOLUTIONS, INC.

shall forfeit to the United States of America any property, real or personal, involved in such offenses, and any property traceable to such property, including, but not limited to, the sum of \$393,156.56 in U.S. currency.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL:

GRAND JURY FOREPERSON

PATRICK L. MEEHAN
United States Attorney